After recording return to:
City of Seattle
Office of Housing
700 Fifth Avenue, Suite 5700
Post Office Box 94725
Seattle, Washington 98124-4725
Attn.: Rosey Zhou

PRIORITY AND SUBORDINATION AGREEMENT
(1601 Yesler Acquisition)

Grantors:	**1. WASHINGTON STATE HOUSING FINANCE COMMISSION** **2. WASHINGTON STATE DEPARTMENT OF COMMERCE** **3. THE CITY OF SEATTLE** **4. 1601 YESLER LLC** **5. AFRICATOWN COMMUNITY LAND TRUST**
Grantees:	**1. WASHINGTON STATE HOUSING FINANCE COMMISSION** **2. WASHINGTON STATE DEPARTMENT OF COMMERCE** **3. THE CITY OF SEATTLE** **4. 1601 YESLER LLC** **5. AFRICATOWN COMMUNITY LAND TRUST**
Abbreviated Legal Description:	**Lots 1 - 6, Block 15, H. L. Yeslers 1st Addition to Seattle, Vol. 1, pg. 215; and Lots 1 - 6, Block 3, Hill Tract Add., Vol. 8, pg. 42.** **(Additional legal description on Exhibit A)**
Assessor's Tax Parcel Numbers:	**982670-0565-05**
Reference Numbers:	_____ City Covenant _____ State Covenant _____ Commission Covenant _____ City Deed of Trust _____ State Deed of Trust _____ Commission Deed of Trust

THIS PRIORITY AND SUBORDINATION AGREEMENT ("Agreement") is dated as of October ___, 2021, by and among the following parties: **1601 YESLER LLC**, a Washington limited liability company (the "Company"); **WASHINGTON STATE DEPARTMENT OF COMMERCE,** a department of the State of Washington (the "State"); **THE CITY OF SEATTLE**, a Washington municipal corporation (the "City"); **WASHINGTON STATE HOUSING FINANCE COMMISSION**, a public body corporate and politic and instrumentality of the State of Washington (the "Commission"); and **AFRICATOWN COMMUNITY LAND TRUST**, a Washington nonprofit corporation (the "Sponsor") (collectively, the "Parties" and each individually, a "Party"). The State, the City, and the Commission are collectively referred to herein as "Lenders" and each individually, a "Lender," in each case so long as such Party's deed of trust remains in effect as a lien on the Property (defined below). The City enters into this Agreement only in its capacity as holder of the liens, rights and interests under the documents identified in this Agreement, and nothing herein shall affect the rights or interests of the City with respect to encumbrances on the Property (defined below) that are not described herein.

RECITALS

A. Company's Interest. The Company owns the real property in Seattle, King County, Washington, legally described as set forth on **Exhibit A** attached hereto (the "Property," which includes all improvements now and hereafter constructed thereon, which Property will be developed using a combination of public and private funds from various sources, to serve as low-income housing (the "Project"). The Lenders have provided or committed financial assistance for the Project, as described below.

B. City's Interests. The City has made a loan to the Company in the amount of up to Five Million Eight Hundred Thousand Dollars ($5,800,000.00) (the "City Loan"). The City and the Company entered into that certain Loan Agreement ("City Loan Agreement"). Pursuant to the City Loan Agreement, the Company executed (a) a Promissory Note in the amount of up to Five Million Eight Hundred Thousand Dollars ($5,800,000.00) ("City Note"); (b) Deed of Trust, Assignment of Rents, Security Agreement, and Fixture Filing, naming First American Title Insurance Company as trustee, recorded under King County recording no. _____, also executed by Sponsor ("City Deed of Trust"), and (c) a Regulatory Agreement (Covenants and Easements for Low-Income Housing) among the Company, the Sponsor and the City and recorded under King County recording no. _____ ("City Covenant"). The City Loan Agreement, City Note, City Deed of Trust, and the City Covenant, as the same may be hereafter amended, modified and/or restated from time to time, are hereinafter referred to as the "City Loan Documents," provided, however, for the avoidance of doubt, as it pertains to statements of priority or subordination in this Agreement, the City Covenant shall not be considered part of the "City Loan Documents," the intent being that the City Covenant shall have first (1st) priority as provided below.

C. Commission's Interest. The Commission has made a loan to the Company in the amount of up to Four Million One Hundred Twenty Thousand Dollars ($4,120,000.00) (the "Commission Loan"). The Commission and the Company entered into that certain Loan

Agreement ("Commission Loan Agreement"). Pursuant to the Commission Loan Agreement, the Company executed (a) a Promissory Note in the amount of up to Four Million One Hundred Twenty Thousand Dollars ($4,120,000.00) ("Commission Note"); (b) Deed of Trust, Assignment of Rents, Security Agreement, and Fixture Filing, naming First American Title Insurance Company as trustee, recorded under King County recording no. _____ ("Commission Deed of Trust"), and (c) a Regulatory Agreement (Covenants and Easements for Low-Income Housing) among the Company and the Commission and recorded under King County recording no. _____ ("Commission Covenant"). The Commission Loan Agreement, Commission Note, Commission Deed of Trust, and the Commission Covenant, as the same may be hereafter amended, modified and/or restated from time to time, are hereinafter referred to as the "Commission Loan Documents," provided, however, for the avoidance of doubt, as it pertains to statements of priority or subordination in this Agreement, the Commission Covenant shall not be considered part of the "Commission Loan Documents," the intent being that the Commission Covenant shall have second (2nd) priority as provided below.

D. State's Interest. The State and the Sponsor entered into a Housing Trust Fund Program Contract Number 21-94115-011 (the "State Contract"). Pursuant to the State Contract, the Sponsor executed a Promissory Note in the principal amount of Three Million Eight Hundred Eighty Thousand Dollars ($3,880,000.00) in favor of the State (the "State Note"). The State Contract and State Note have been assigned to and assumed by the Company pursuant to that certain Assignment, Assumption and Consent Agreement by and among the Sponsor, the Company and the State recorded under King County recording no. _____ (the "State Assignment"). The State Note is secured by that certain Deed of Trust, executed by the Company, naming First American Title Insurance Company as trustee, and recorded under King County recording no. _____ (the "State Deed of Trust"). In addition, in connection with the State Contract, the Company executed that certain Low Income Housing Covenant Agreement recorded under King County recording no. _____ (the "State Covenant"). All documents identified in this subparagraph, and any documents executed by the State, Sponsor or the Company in connection therewith, are collectively referred to as the "State Documents," provided, however, for the avoidance of doubt, as it pertains to statements of priority or subordination in this Agreement, the State Covenant shall not be considered part of the "State Loan Documents," the intent being that the State Covenant shall have third (3rd) priority as provided below. References to the "State Deed of Trust" include all modifications, extensions, renewals or replacements of the State Deed of Trust.

E. Definitions. The deeds of trust described in Paragraphs B, C and D above may be referred to collectively hereinafter as the "Deeds of Trust." The covenants and regulatory agreements described in Paragraphs B, C and D above may be referred to collectively hereinafter as the "Covenants." All of the documents discussed in the Recitals section of this Agreement are collectively referred to as the "Documents" and the information and definitions contained in the Recitals are acknowledged by the Parties to be an incorporated, integral part of this Agreement.

G. **Purpose**. The Parties wish to enter into this Agreement in order to establish their respective rights and priorities regarding the Property and the Documents, all as more fully set forth herein.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Document Priority**.

A. The Parties hereto agree that the documents, instruments, and rights identified and described above, regardless of recording order, shall have priority in the order set forth below in this Section, with the most senior of the respective documents and instruments listed first:

(i) City Covenant

(ii) Commission Covenant

(iii) State Covenant

(v) City Deed of Trust

(vi) Commission Deed of Trust

(vii) State Deed of Trust

B. Any Uniform Commercial Code financing statement or fixture filing recorded or filed in connection with any Deed of Trust or any loan referenced in this Agreement shall have the same relative priority or subordination as the Deed of Trust and loan to which such financing statement or fixture filing relates.

C. The Covenants shall survive any foreclosure sale, trustee's sale, or deed in lieu thereof under any of the Deeds of Trust and shall be binding on any person acquiring the Property by any such means, or that is a successor to one who acquires the Property by such means, for so long as such person shall retain an interest in the Property, subject to the terms of each of the Covenants regarding the termination thereof.

D. Regardless of priority as among the Covenants, Company, its successors, and any other parties obligated thereunder shall be obligated to comply with the provisions of each Covenant except as expressly provided herein. The Parties hereto acknowledge that the Covenants apply simultaneously and that the grantors thereunder are obligated to comply with each of them regardless of the relative priority or order of recording of the Covenants.

E. Sponsor agrees that it shall not have any rights to the lien position of any Lender, or to any lien that may be prior to, or rank equally with, the lien of the City Deed of Trust, the

State Deed of Trust or the Commission Deed of Trust hereunder, or to any part of any such lien, whether by subrogation, assignment, or otherwise. Sponsor agrees that if it acquires the Property or a part thereof, it shall be bound and obligated as a grantor under all of the terms of the Documents then in effect.

2. **Reliance by Lenders; Consent**. It is understood by the parties hereto that the Lenders would not enter into their respective Documents without this Agreement. The Company and Sponsor consent to all terms hereof.

3. **Insurance or Condemnation Proceeds**. Notwithstanding any provision of any Lender's deed of trust or other loan document to the contrary, in the event of any damage to, destruction of, or taking or condemnation (including deed in lieu thereof) of the Property or any portion thereof, any insurance or condemnation proceeds shall be applied first to repair or restoration of the Property and any amounts secured by any Lenders' deed of trust shall not be accelerated as a result of any casualty loss or condemnation, unless:

A. After consultation among the Lenders, the Lenders determine that repair or restoration of the Property is not feasible or that adequate funds are not available therefor, which determination shall occur no later than fourteen (14) days after consultation among the Lenders; or

B. As of the date of casualty or condemnation less than one (1) year remains before the maturity of the debt secured by any Lender's deed of trust;

provided that such repair or restoration proceeds with reasonable dispatch once condemnation or insurance proceeds are available. Any funds to be applied to repair or restoration shall be held as directed by the City and administered by City in accordance with the City Loan Documents, and City shall be entitled to reasonable compensation for its services in connection with the administration of such funds, as set forth in the City Loan Documents, except that if the Property has been fully conveyed from the lien of the City Deed of Trust, then such funds shall be held and administered by the State or Commission in accordance with their respective customary terms for disbursement of housing loans, or at the State's or Commission's option, released to the Company for the purposes authorized in this Section.

4. **Cross-Defaults.** Each Lender, agrees to provide notice to the other Lenders of an event of default and intent to pursue remedies under such Lender's Documents at least thirty (30) days prior to exercising remedies under such Documents, except that for any actions (not including acceleration, foreclosure, or seeking a receiver) that a Lender determines are reasonably necessary to be taken sooner to protect its security, protect tenants, or address conditions that may affect health or safety, such Lender may give such shorter notice as is practicable in the circumstances. Except as set forth in this Section 4, and notwithstanding anything to the contrary in the Documents, any default under any of the Lenders' loan documents that, after being declared by the Lender entitled to declare such default, is not cured or waived by such Lender within the applicable cure period set forth therein or such longer period as may be allowed by the Lender declaring such default, shall constitute an event of default ("Cross-default") under each of the Lenders' Documents. Notwithstanding the foregoing, if a default under a Lender's loan document

occurs that constitutes a Cross-default and such Lender thereafter accepts a cure of or waives the default, then the other Lenders shall be deemed to have accepted such cure as a cure of said Cross-default and such other Lenders shall rescind any notice of acceleration (if any) of their respective loans unless there is an uncured default other than a Cross-default. Unless and until there is a Cross-default under this Section, no Lender will accelerate any indebtedness of the Company or seek remedies against the Company based solely upon a breach or default by the Company under the Company's agreements with a different Lender.

5. **Permitted Payments.** The Company may make payments under the City Loan Documents, the State Loan Documents and the Commission Loan Documents, if required, as long as all payments under each of the other Lenders' Loan Documents are current and not delinquent or in arrears, and only so long as at the time of such payment: (A) no Event of Default exists under another Lender's Loan Documents, and (B) the payment would not result in a violation of any of the Company's covenants set forth in another Lender's Loan Documents ("Permitted Payments"). Nothing herein shall prevent the City, State or Commission from accepting or retaining a payment due under the City Loan Documents, the State Loan Documents or the Commission Loan Documents, as applicable, if the payment is made prior to receipt of notice from another Lender that the payment, or any payment, would not be a Permitted Payment under this Section. In the event of any assignment by the Company for the benefit of the Company's creditors, or any bankruptcy proceedings instituted by or against the Company, or the appointment of any receiver for the Company or the Company's business or assets, or of any dissolution or other winding up of the affairs of the Company or of the Company's business or assets, any assignee, trustee in bankruptcy, receiver, and other person or persons in charge are hereby directed to deposit such funds with the City, to be distributed pro-rata to the Lenders in accordance with the outstanding principal balance owed to the Lenders.

6. **Acknowledgements.** The Lenders hereby each agree and acknowledge, solely for the benefit of all other Lenders, as follows:

A. For purposes of this Agreement, the Lenders acknowledge that each has been provided the opportunity to review the other Lenders' Loan Documents before executing this Agreement;

B. Neither State nor City has made any warranty or representation of any kind or nature whatsoever to the other Lenders with respect to (i) the application of the proceeds of its loans, (ii) the value of the Property, the improvements to be constructed thereon, or the marketability or value thereof upon completion of such construction, or (iii) the ability of the Company to honor its covenants and agreements with the Lenders;

C. A Lender's release of any security for its loan, including, without limitation, the reconveyance of any portion of the Property from the lien of a deed of trust, shall not constitute a waiver or relinquishment of the State and Commission's respective unconditional subordinations of the liens or charges of the State Deed of Trust and Commission Deed of Trust against the Property to the lien or charge of the City Deed of Trust, or any other subordinations hereunder;

D. Neither City, State nor Commission by reason of this Agreement has any duty to disclose to the other Lenders any facts that a Lender may now know or hereafter know about the Company or the members, sponsors, or successors of the Company, regardless of whether (i) the Lender has reason to believe that any such facts may increase materially the risk beyond that which any other Lender intends to assume, (ii) the Lender may have reason to believe that such facts are unknown to another Lender, or (iii) the Lender has a reasonable opportunity to communicate such facts to another Lender, it being understood and agreed that each Lender is fully responsible for being and keeping informed of the financial condition of the Company and/or any partners, sponsors or successors of the Company and of all circumstances bearing on the risk of non-payment of any indebtedness of the Company to the Lenders as described in this Agreement; and

E. The Lenders have each made such independent legal and factual inquiries and examinations as such Party deems necessary or desirable and are not relying on any inquiries or examinations made by the other Lenders or on information from the other Lenders concerning the Company, Sponsor, the Property or the Project.

7. **Miscellaneous**.

A. **Entire Agreement**. This Agreement comprises the entire agreement among the parties with respect to the priority of each Party's loans and liens upon and interests in the Property, and all prior understandings or agreements on that subject are superseded hereby, provided that nothing herein shall supersede any separate agreement between City, State, Commission and Sponsor by which Sponsor's rights to any payments are subordinated or restricted.

B. **Applicable Law; Venue**. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Venue of any action or proceeding to enforce, interpret or otherwise related hereto shall lie in King County, Washington**.**

C. **Successors; Assignment**. This Agreement is for the benefit of the State, City, and the Commission and their respective successors and assigns, in each case for so long as such Party's Deed of Trust or Covenant, or both, remains in effect with respect to the Property or any part thereof, and any provision hereof may be waived or modified by written agreement among all of them, or so many of them as are affected thereby, without the consent of the Company or Sponsor and without affecting the priority of the liens and interests of the other Parties. The heirs, administrators, assigns, and successors-in-interest of the parties hereto shall be bound by this Agreement. This Agreement may be assigned by a Party only as a part of an assignment of that Party's entire interest in the Property or its loan secured by one of the deeds of trust described herein.

D. **Notices**. All notices to be given pursuant to this Agreement shall be in writing and shall be deemed given when hand-delivered within normal business hours, when actually received by facsimile transmission during normal business hours, or two (2) business days after deposit in the U.S. mail, postage prepaid, (one (1) business day if sent by overnight courier) to the parties

hereto at the addresses set forth below or to such other place as a Party may from time to time designate by notice to the other Parties. No transferee or successor of a Party hereto shall be entitled to notices or opportunity to cure defaults hereunder unless notice of the transfer is given in accordance with this subsection. For purposes of this subsection, a "business day" is any day other than a Saturday, Sunday, statutory federal or Washington state bank holiday or official City of Seattle holiday.

Commission: Washington State Housing Finance Commission
1000 Second Avenue, Suite 2700
Seattle, Washington 98104
Attention: Senior Director, Finance

City: City of Seattle
Office of Housing
700 Fifth Avenue, Suite 5700
P.O. Box 94725
Seattle, Washington 98124-4725
Attention: Director

State: Washington State Department of Commerce
Housing Trust Fund
1011 Plum Street SE
P.O. Box 42525
Olympia, Washington 98504-2525
Attention: Contracts/Fiscal Group

Sponsor: 1601 Yesler LLC
c/o Africatown Community Land Trust
1437 South Jackson Street, Suite 100
Seattle, Washington, 98144
Attention: K. Wyking Garrett, President

with a copy to:

Constance Proctor
Century Law Firm, PLLC
2135 112th Avenue NE
Bellevue, Washington 98004

Company: Africatown Community Land Trust
1437 South Jackson Street, Suite 100
Seattle, Washington, 98144
Attention: K. Wyking Garrett, President

E. **Amendment**. Except as stated in subsection C of this Section, this Agreement may be amended only by a writing signed by the Parties hereto, but this subsection shall not impair the validity of any further agreements among fewer than all of the Parties hereto as among themselves.

F. **Counterparts**. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and whether or not all parties execute each counterpart.

G. **Completion of Recording Information**. If this Agreement is signed without completion of certain recording information called for above, any Party hereto or any title insurance company acting on the instructions of any Party is hereby authorized to insert such information prior to recording this Agreement.

H. **Attorney Fees**. If any Party shall bring an action against any other Party by reason of the breach of any covenant, provision, or condition of this Agreement, or otherwise arising out of this Agreement, the unsuccessful Party shall pay to the prevailing party reasonable attorneys' fees, which fees shall be payable whether or not any action is prosecuted to judgment. The term "prevailing party" shall include, without limitation, a Party who brings an action against the other by reason of the other's breach or default and obtains substantially the relief sought, whether by compromise, settlement, or judgment.

I. **Consent to Other Parties' Documents**. By executing this Agreement, each Party hereby acknowledges and consents to the execution of, and where appropriate, the recording of, the Documents by the Company and the other Parties thereto. Notwithstanding such consent, the terms hereof, the terms of any such Documents, and the acceptance by Lenders of their respective liens and other rights and interests under these Documents, a Lender shall not, prior to any acquisition of title to the Property by such Lender, be liable or responsible for any obligation of the Company under such Documents, or of any "Owner" as defined in any such documents.

J. **City, State and Commission Approvals.** The City, State and Commission execute this Agreement solely in their respective capacities: the City through its Office of Housing, as the beneficiary under the City Documents, and nothing herein shall affect the rights or interests of the City with respect to encumbrances on the Property that are not described herein; the State through the Housing Trust Fund with the Department of Commerce, as the beneficiary under the State Documents, and nothing herein shall affect the rights or interests of the State with respect to encumbrances on the Property that are not described herein; the Commission, as the beneficiary under the Commission Documents, and nothing herein shall affect the rights or interests of the Commission with respect to encumbrances on the Property that are not described herein, and nothing herein shall be construed as any commitment, representation or assurance by the City, State or Commission with regard to any action or approval that may be required by any of them for the Project or Property. It is understood that such actions and approvals depend on determinations and decisions of other governmental departments and officials, and it is the obligation of the Company to comply with all relevant conditions and requirements and to obtain all necessary approvals.

[SIGNATURE PAGE(S) FOLLOW]

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first above written.

WASHINGTON STATE HOUSING FINANCE COMMISSION,
a public body corporate and politic of the state of Washington

By: _____
Steve Walker, Executive Director

STATE OF WASHINGTON)
)
COMMISSION OF KING)

I hereby certify that I know or have satisfactory evidence that Steve Walker appeared before me, and acknowledged that he signed this instrument, on oath stated that he was authorized to execute this instrument, and acknowledged it as the Executive Director of the **WASHINGTON STATE HOUSING FINANCE COMMISSION,** a public body corporate and politic of the state of Washington, to be the free and voluntary act of such entity for the uses and purposes mentioned in this instrument.

GIVEN under my hand and official seal this _____ day of October, 2021.

_____
NOTARY PUBLIC in and for the State of Washington
My commission expires _____
Print Name: _____

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first above written.

THE CITY OF SEATTLE,
a Washington municipal corporation

By: _____
Laurie Olson, Capital Investments Manager
Office of Housing

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this_____ day of October, 2021, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Laurie Olson, to me known (or proved by satisfactory evidence) to be the Capital Investments Manager of the Office of Housing of **THE CITY OF SEATTLE**, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the purposes therein mentioned, and on oath stated that she was authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

_____
NOTARY PUBLIC in and for the State of Washington residing at _____
My commission expires: _____
PRINT NAME: _____

Use this space for Notary Seal/Stamp

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first above written.

WASHINGTON STATE DEPARTMENT OF COMMERCE,
a department of the State of Washington

By: _____
Name: _____
Title: _____

STATE OF WASHINGTON)
) ss.
COMMISSION OF THURSTON)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ of **WASHINGTON STATE DEPARTMENT OF COMMERCE**, a department of the State of Washington, to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

Dated this _____ day of October, 2021.

_____
NOTARY PUBLIC in and for the State of Washington
Print name:_____
My commission expires _____

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first above written.

1601 YESLER LLC,
a Washington limited liability company

By: Africatown Community Land Trust, a Washington nonprofit corporation,
its Manager

By: _____
K. Wyking Garrett, President

STATE OF WASHINGTON)
)ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that K. Wyking Garrett is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the President of Africatown Community Land Trust, a Washington nonprofit corporation, the Manager of **1601 YESLER LLC**, a Washington limited liability company, to be the free and voluntary act of said nonprofit corporation on behalf of such limited liability company for the uses and purposes mentioned in the instrument.

Dated this _____ day of October, 2021.

_____
NOTARY PUBLIC in and for the State of Washington residing at _____
My commission expires: _____
PRINT NAME: _____

Use this space for Notary Seal/Stamp

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first above written.

AFRICATOWN COMMUNITY LAND TRUST,
a Washington nonprofit corporation

By: _____
K. Wyking Garrett, President

STATE OF WASHINGTON)
)ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that K. Wyking Garrett is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the President of **AFRICATOWN COMMUNITY LAND TRUST**, a Washington nonprofit corporation, to be the free and voluntary act of such nonprofit corporation for the uses and purposes mentioned in the instrument.

Dated this _____ day of October, 2021.

_____
NOTARY PUBLIC in and for the State of Washington residing at _____
My commission expires: _____
PRINT NAME: _____

Use this space for Notary Seal/Stamp

EXHIBIT A

LEGAL DESCRIPTION

LOTS 1 THROUGH 6, INCLUSIVE, BLOCK 15, H.L. YESLER'S 1ST ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 215, IN KING COUNTY, WASHINGTON;

AND

LOTS 1 THROUGH 6, INCLUSIVE, BLOCK 3, HILL TRACT ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 8 OF PLATS, PAGE 42, IN KING COUNTY, WASHINGTON.